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NOTARY PUBLIC COMMISSION

I, ROBERT W. ALVORD, being duly sworn, do hereby certify that the attached Bill of Sale and Assignment dated as of September 30, 1992, executed by Chrysler Rail Transportation Corporation consisting of four pages (including the acknowledgement page) is a true and complete copy of the original thereof.



ROBERT W. ALVORD

DISTRICT of Columbia, ss

Subscribed and sworn to before me this 7th day of ~~October~~^{NOVEMBER}, 1992.



NOTARY PUBLIC, D.C.

My commission expires 8-14-97



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BILL OF SALE AND ASSIGNMENT

This is a BILL OF SALE AND ASSIGNMENT dated as of September 30, 1992, from CHRYSLER RAIL TRANSPORTATION CORPORATION, a Delaware corporation ("Seller"), to UNITED STATES RAIL SERVICES, a division of UNITED STATES LEASING INTERNATIONAL, INC., a Delaware corporation ("Buyer"). Capitalized terms used without definition in this Bill of Sale and Assignment shall have the meanings given to them in the Asset Purchase Agreement (the "Agreement") dated as of September 30, 1992 between Seller and Buyer.

On the terms and subject to the conditions set forth in the Agreement, Seller hereby sells, assigns, conveys or otherwise transfers to Buyer, without recourse, representation or warranty except as otherwise expressly provided in the Agreement and Buyer hereby acquires, the Assets, on the Closing Date. The Assets consist of:

(a) All of the right, title and interest of Seller in and to the Railcars and all accessories, equipment, parts, attachments, appurtenances and modifications pertaining or attached to such Railcars and all substitutions, renewals, replacements of, and additions, improvements, accessories and accumulations to such Railcars.

(b) All of the right and interest of Seller as a lessor of Railcars under the Leases.

(c) All of the right and interest of Seller in, to and under the Leveraged Lease Documents.

(d) All of the right and interest of Seller under the Management Agreements.

(e) All of the right, title and interest of Seller in, to and under the Marks and that portion of the right and interest of Seller in the Marks Agreements as is transferred pursuant to the Marks Assignment Agreement.

(f) All of the right, title and interest of Seller in or to the Records.

The Excluded Assets are specifically excluded from this Bill of Sale and Seller does not sell to Buyer and Buyer does not purchase from Seller any Excluded Assets.

It is acknowledged and agreed that this Bill of Sale and Assignment is intended only to document the sale and assignment of the Assets to Buyer, and that the Agreement is the exclusive source of the agreement and understanding between the Seller and Buyer respecting the Assets. By way of example and not of limitation, the Agreement contains representations and

warranties by Seller about the Assets. Nothing in this Bill of Sale and Assignment shall limit, expand or otherwise affect any of the representations, warranties, agreements or covenants contained in the Agreement. SUBJECT TO THE PURCHASE PRICE ADJUSTMENTS SET FORTH IN SECTION 2.3.4 AND 2.3.5 OF THE AGREEMENT, SELLER (A) MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE QUALITY OR CONDITION OF ANY OF THE RAILCARS, AND (B) DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

This Bill of Sale shall be binding upon the successors and assigns of Seller and shall inure to the benefit of the successors and assigns of Buyer as permitted under the Agreement.

To effectuate the provisions of this Bill of Sale and Assignment, Seller hereby irrevocably constitutes and appoints Buyer Seller's true and lawful attorney-in-fact with full power of substitution and resubstitution, for it and in its name, place and stead, to ask, demand, collect, receive or sue for any and all amounts that may be or become due or payable to Buyer under the Leases to which Buyer is entitled under the Agreement or otherwise with respect to the Railcars subject thereto pursuant to the Agreement and this Bill of Sale and Assignment, with full power to settle, adjust or compromise any claim thereunder as fully as Seller could itself do, and to endorse the name of Seller on all forms of payment, and in its discretion, to file any claim or take any other action or proceeding, either in its own name or in the name of Seller, or otherwise, which Buyer may deem necessary or appropriate to collect any and all sums that may be or become due and payable to Buyer under the Leases or otherwise with respect to the Railcars subject thereto pursuant to the Agreement and this Bill of Sale and Assignment, provided, however, that Seller does not constitute nor appoint Buyer Seller's attorney-in-fact with respect to the Excluded Assets. Such power is coupled with an interest.

IN WITNESS WHEREOF, Seller has executed this Bill of Sale and Assignment this 30th day of September, 1992 at San Francisco, California.

SELLER:

CHRYSLER RAIL TRANSPORTATION
CORPORATION, a Delaware corporation

By:


Robert L. Reynolds
Chief Executive Officer

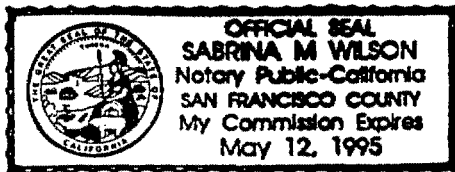
CORPORATE ACKNOWLEDGMENT

STATE OF California)
) ss:
COUNTY OF San Francisco)

On this 30th day of September, 1992, before the undersigned, a Notary Public in and for San Francisco, California, personally appeared Robert L. Reynolds, ~~personally known to me~~ (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing Bill of Sale and Assignment and acknowledged to me that he executed the same as an official and duly authorized act of the entity for the purposes and consideration therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the State and County and on the day and year first above written.

(SEAL)



Sabrina M. Wilson
Notary Public

My commission expires: 5/12/95